



**Gujarat Industries Power Company Limited
(Surat Lignite Power Plant)**

At & Post Nani Naroli, Taluka: Mangrol, Dist: Surat, Pin 394110
(Gujarat)

Phone Nos.: (02629) 261087, Fax No. (02629) 261112

Tender Document for Transportation of Lignite

From Tadkeshwar Lignite Mine, GMDC

at Tadkeshwar, Dist: Surat

to

Surat Lignite Power Plant (SLPP)

at Nani Naroli, Dist: Surat

Tender No. GIPCL/Lignite Transportation/2017-18

Cost of Document: - Rs. 5000/- (Non Refundable)

Tender enquiry comprises of followings Annexures:

1	Pre-Qualification Bid	Annexure-A
2	Technical Specifications	Annexure-B
3	Commercial Terms and Conditions	Annexure-C
4	Schedule of Deviation	Annexure-D
5	Price Bid Format	Annexure-E
6	Performa for Bank Guarantee for EMD	Annexure-F
7	Lignite Transport Route Plan	Annexure-G
8	Undertaking for Unconditional Bid & Observance of Contract Conditions	Annexure-H
9	Declaration cum Undertaking for Safety Laws and Regulations Compliance	Annexure-I
10	Declaration for Contractual Disputes/ Litigations	Annexure-J

NOTICE INVITING TENDER

Offers are invited for the work of “Transportation of Lignite from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant” as shown in the Lignite Transportation Route Plan (**Annexure-G**).

- Estimated quantity of Lignite Transportation: 05.00 Lakh Te/year.
- Contract Period: 01 (One) Year, which may be extended to one more year, if mutually consented.
- EMD: Rs. 4.00 Lakh (Rupees Four Lakh only),
- Tender document fees: Rs. 5000/-
- Last date of submission of offer (Physical): 10/01/2018 up to 12.00 hrs.

The bid document can be downloaded from web site <https://www.nprocure.com> or <http://etender.gipcl.com>. For details of Pre-Qualification Criteria & other terms and conditions visit us on <https://www.nprocure.com> or contact CM (P&P) at below said address. Bidders are advised to keep visiting <https://www.nprocure.com> website till last date and keep themselves informed for updated information, if any.

Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol,
Dist. Surat-394 110, Gujarat
Fax: (02629) 261112

DETAILED NOTICE INVITING TENDER

Techno-Commercial Bid & Price Bid is invited from reputed and experienced Contractors for “Transportation of Lignite from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant” as shown in the Lignite Transport Route Plan (**Annexure-G**)”

Brief Description of Work	The Contractor will be awarded Annual Rate Contract for transportation of Lignite from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant by using Hydraulic Tippers/ Dumpers of at least 31 Te Gross Vehicle Weight as certified by the RTO as shown in the Lignite Transport Route Plan (Annexure No. G).
Period of Contract	01 (One) Year, which may be extended to one more year, if mutually consented.
Quantity of Lignite to be transported	Estimated quantity of lignite transported: Approximately 05.00 Lakh Te/year.
EMD	Rs. 04.00 Lakh (Rupees Four Lakh only), Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch code-013423) or Bank Of Baroda – Mosali , Dist – Surat Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.), in the specified Performa of the bid document.
Cost of bid document / tender fee	Rs. 5,000/- (Rupees Five Thousand Only) by demand draft drawn in favor of GIPCL payable at SBI – Nani Naroli (Branch code-013423) or Bank of Baroda - Mosali , Dist – Surat
Availability of Bid document	On web site https://www.nprocure.com or https://www.gipcl.com Amendment, clarifications (if any) will be uploaded to n-procure and will not be published elsewhere. Prospective Bidders are requested to regularly check the updates on above website. Bidders shall take cognizance of all latest amendment/clarifications/corrigendum issued, before

	submission of the Bid.
Downloading of tender document from websites	19/12/2017 to 08/01/2018.
Issue of Corrigendum to document, if required	As and when required till last date of submission.
Mode of Submission of Bids	<p>Part- I (Techno-Commercial Bid) shall be submitted in Physical form in a separate sealed envelope super scribed with “Part-I: Techno-commercial Bid” as well as Tender No. and Due Date.</p> <p>Part-II (Price Bid) is Strictly to be Submitted Online on or before due date and time to https://www.nprocure.com in line with Instructions to Bidders as per tender document, (n)procure guidelines and instructions and subsequent clarification, amendment issued thereof if any in this regard. Bid submitted with Physical Price Bids Envelope shall become liable for rejection.</p>
Last date of on-line submission of entire offer / complete Bid in all two parts.	08/01/2018 up to 12.00 hrs. at https://www.nprocure.com
Submission of Techno-Commercial (Part-I) Bid in Physical form along with supporting documents at below mentioned address.	10/01/2018 up to 12.00 hrs.
Date and time for online opening of Techno-Commercial Bid (Part-I)	12/01/2018, 12.00 Hrs.
Date and time for online opening of Price Bid (Part-II)	18/01/2018, 10.30 hrs.
Date and time for E-Reverse Auction	18/01/2018, 11.30 hrs.

The above details are for information purposes only and the details are provided in the document. Bidders are advised to read the bid document before submitting the bid.

1. Amendment / corrigendum of the bid document, the forms, schedules etc. may be done any time by GIPCL during the period between publication of notice and submission of bid in the web site. The Bidders are required to visit the web site <https://www.nprocure.com> regularly till the last date of bid submission (i.e. 08/01/2018 up to 12.00 hrs).
2. GIPCL reserves the right to reject any or all the offers / bids received.

3. The Bidders are required to quote the rate strictly as per the terms and conditions mentioned in the bid document. Conditional bid will not be entertained and shall be liable for outright rejection.
4. The Bidders are required to submit their bids on-line in the web site <https://www.nprocure.com> Documents in physical form, as mentioned in **Annexure-C** shall be submitted by the Bidders at the following address:-

General Manager (Mines),
Gujarat Industries Power Company Limited,
Surat Lignite Power Plant,
At & P.O. Nani Naroli, Taluka Mangrol, Dist. Surat-394 110, Gujarat
Fax: (02629) 261112

DISCLAIMER

1. This Bid Document is not an agreement or an offer by GIPCL to Bidders or any third party.
2. This Bid Document does not purport to contain all the information each Bidder may require. Some Bidders may have better knowledge of the Project than the others. It is expected and recommended that each Bidder conducts its own due-diligence, investigations and analysis and verifies and satisfies itself of the accuracy and completeness of the information in this Bid Document and obtain independent advice/ information from appropriate sources.
3. Neither GIPCL nor its employees or its consultants/advisors shall have any liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with this Bid Document, or any matter deemed to form part of this Bid Document, the award of the work, or any other information supplied by or on behalf of GIPCL or its employees, any consultants/advisors or otherwise arising in any way from the selection process for the award of the work.
4. Information provided in this Bid Document to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. GIPCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. GIPCL accepts no liability of any nature whatsoever and howsoever caused whether resulting from negligence or arising from reliance of any Bidder upon the statements contained in this Bid Document or any misinterpretation thereof by the Bidder or for any other reason.
6. GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Bid Document.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid Document including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by GIPCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the GIPCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

8. This Bid Document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom these are issued or it's concerned Promoter(s) / wholly owned Subsidiary (ies) on whose strength / experience the Bidder is seeking qualification. This Bid Document must not be copied or distributed by the recipient to third parties (other than, to the extent required by applicable law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid Document). In the event that after the issue of the Bid Document the recipient does not continue with its involvement in the bidding process for any reason whatsoever, this Bid Document and the information contained herein must be kept confidential by such Bidder and its concerned Promoter(s) / wholly owned Subsidiary (ies) and professional advisors, if any at all times.
9. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising GIPCL in relation to, or matters arising out of, or concerning the bidding process. GIPCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GIPCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GIPCL.
10. The Bidders or their Promoter(s) / wholly owned Subsidiary (ies) shall not make any public announcements or circulate any information with respect to this bidding process or this Bid Document. Any public announcements in this regard shall be made exclusively by GIPCL. Any breach by the Bidder shall be deemed to be non-compliance with the terms and conditions of the Bid Document and shall render its Bid liable for rejection and/or disqualification. GIPCL's decision in this regard shall be final and binding on the Bidder.
11. GIPCL reserves the right to change or modify the Bid Document at any time during the bidding process. All Bidders to whom this Bid Document has been issued shall be intimated of any such change. The Bidders or any third party shall not object to such changes/modifications. Any such objection by the BIDDER shall make the bid liable for rejection by GIPCL. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of GIPCL with respect to this Bid Document.
12. GIPCL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the bids at any stage of the bidding process. Further GIPCL reserves the right to annul the bidding process and / or to reject any or all bids at any stage prior to the issue of Lol/ Work Order without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for GIPCL's action. Decision of GIPCL shall be final and binding in this regard.

13. GIPCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment, assumptions, terms and conditions contained in the this Bid Document.
14. The Bidder should confirm that the Bid Document is complete in all respects. In the event that the Document or any part thereof is mutilated or missing, the Bidder must notify GIPCL immediately at the following address:

M/s. Gujarat Industries Power Company Ltd
Surat Lignite Power Plant
At & Po. Nani Naroli,
Taluka Mangrol,
Dist. Surat- 394 110, Gujarat.
Phone: 02629-261063-261072

If no intimation is received by GIPCL at the above-mentioned address within 5 Business Days from the date of issue / download of the Bid Document, it shall be considered that the Bid Document received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Bid Document. No extension of time may be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain a complete set of the Bid Document.

15. It shall be deemed that by submitting the Bid, the Bidder agrees and releases GIPCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future, except in accordance with law.
16. By receiving this Bid Document, it shall be deemed that the persons so receiving the Bid Document have reviewed, understood and accepted the disclaimers contained in this.

DEFINITIONS, INTERPRETATIONS ETC.

Definitions:

1. **Authorized Representative(s) and Signatories:** Each Bidder shall designate maximum two persons ("Authorized Representatives and Signatories") authorized to represent the Bidder in all matters pertaining to its bid. These designated persons should hold the power of attorney duly authorizing them to perform all tasks including but not limited to signing and submitting the bid; to participate in all stages of the Bidding process; to conduct correspondence for and on behalf of the Bidder, and to execute the Bid Agreement and any other documents required to give effect to the outcome of the Bidding process. The original power of attorney, duly notarized, in favor of the Authorized Representatives and Signatories shall be enclosed by the Bidder along with the covering letter.
2. **Bidder:** Bidder means the person or persons, firm, Co-Operative Society or company that has submitted a Bid in response to this document.
3. **Co-Operative Society:** Co-operative Society formed for the purpose including that of Lignite / any mineral transportation work.
4. **Partnership Firm:** In case of a partnership firm the same shall be registered and, each of the partners shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
5. **Proprietorship entity:** In case of a proprietorship entity, the proprietor shall be responsible for all interactions with GIPCL. However, both Members of the Bidding Consortium shall be jointly and severally liable for all liabilities, actions/duties and claims including financial, legal, environmental and technical liabilities on behalf of Bidding Consortium.
6. **Performance Bank Guarantee/ Security Deposit:** Performance Bank Guarantee shall mean the guarantee to be furnished by the Contractor who is selected based on the Bidding process.
7. **Financial Year:** Financial Year shall mean the 12 month period corresponding to the audited financial statements.
8. **Net Worth:** Net worth is the sum total of paid up capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but do not include reserves credited out of revaluation of assets, write back of depreciation provisions and amalgamation. Further, any debit balance of profit and loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from Reserves and Surplus.
9. **Turnover:** Turnover is Gross Sales or Gross Revenues, as defined by the Indian Accounting Standards published by the Institute of Chartered Accountants of India.
10. **Qualifying Proposal Requirements:** Qualifying requirements shall mean the requirements set forth in this document for the purpose of evaluation.

11. **“Company” or “GIPCL” or “Management”** shall mean Gujarat Industries Power Company Limited including its successors in office and as signees or its representatives authorized to act on its behalf for the purposes of contract.
12. **“Clause” or “provision”** shall mean the clause and sub clauses of this bid document and/or agreement etc.
13. **“Contractor”** shall mean the person or persons, firm, Co-Operative Society or company, whose bid has been accepted by the GIPCL and shall include his/its/their legal representatives, administrators, successors and assigns.
14. **“Contract Document”** shall mean collectively bid documents, designs, drawings, plans, specifications, agreed variations, if any and other documents constituting the bid and acceptance thereof.
15. **“Completion Certificate”** shall mean the certificate to be issued by the GIPCL when the work/ s have been completed to his satisfaction as per terms of the contract.
16. **“Commencement of work”** shall mean start of work by the contractor as per contract terms to the satisfaction of the GIPCL.
17. **“Letter of Intent” or “Detailed letter of Acceptance” or “Work order”** shall mean intimation by a letter/ fax/E-mail to Bidder that his / their bid has been accepted, in accordance with the provision contained in the letter/fax/E-mail.
18. **“SLPP”** shall mean the Surat Lignite Power plant of M/s Gujarat Industries Power Company Limited located at Nani Naroli in Tal Mangrol, Dist.: Surat.
19. **“Lignite”** means lignite / carbonaceous material with designated quality supplied by Tadkeshwar Lignite Mine of GMDC Ltd.
20. **“Schedule of quantities”** shall mean the quantities of lignite to be transported and as provided in the contract, for execution of the contract.
21. **“Bid” shall mean the bid submitted** by the Bidder against this bid enquiry document for acceptance by the GIPCL.
22. **“Tonne”** shall mean metric tonne (1000 kilograms.)
23. **“Lignite Stockyard”** shall mean lignite stock and includes the lignite, whether stocked separately or otherwise.
24. **“Site / Work In-charge”** shall mean a person authorized by the GIPCL management, who will look after all the activities related with transportation of Lignite/ to this contract.
25. **“Fortnight”** shall mean a period of 1st to 15th of every month viz. first fortnight and a period of 16th to end of every month viz. second fortnight.

INTERPRETATIONS

1. Wherever it is mentioned that the contractor shall do or perform or cause to be done certain work/s or provide certain facilities or discharge certain obligation/s or make certain provision/s etc., it is expressly agreed and understood that each and every such work/s, facility, obligation/ s or provisions etc. shall be made and/ or provided by the contractor to the satisfaction of the GIPCL at the cost and consequences of the contractor.
2. Several clauses and documents forming the contract are to be taken in harmony. Should there be any discrepancy, inconsistency, error or omission in the contract

or for any of the matter/s, the same shall be referred to in writing by the contractor to the GIPCL, whose interpretation/s, decision in writing shall be conclusive, final and binding on the contractor.

3. The works shown upon the drawing but not mentioned in the specifications or described in the scope of work without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the scope of work.
4. All headings and marginal notes to the various clauses of the contract are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof, or the provisions of the contract.
5. In the contract, unless otherwise stated specifically, the singular shall include the plural and vice versa, wherever the context so requires , the words interpreting person/s shall include incorporated companies, registered association, body of individuals or partnership firm.
6. Where any portion of the General Conditions of the contract is repugnant to or at variance with any provisions of the Special Conditions of the Contract, then, unless a different intention appears, the provisions of Special Conditions of the contract shall be deemed to over ride the provision of the General Conditions of the Contract and shall to the extent of such repugnancy or variations, prevail.
7. Notwithstanding the sub-divisions/s of the various clauses of the contract into the separate parts/ sections, every part of such shall be deemed to be supplementary to and complementary of each and every other part and shall be read with and into the contract so far as it may be practicable to do so.
8. General conditions of the contract shall be read in conjunction with the special conditions of contract, specification of work, drawings and any other documents forming part of this contract wherever the context so requires.
9. The materials, designs and workmanship etc. shall mean the same as specified in the relevant Indian Standards and the job specifications contained herein and codes, referred to in the contract and the additional requirements, if any, shall also be satisfied by the contractor.
10. No Director or official or employee of the company shall in any way be personally bound or liable for the acts or obligations of the company under the contract or answerable for any default or omissions in the observance or performance of any of the acts, matters or things which are herein contained.
11. No amendments to the contract shall be valid unless specifically made as an amendment in writing to the contractor and signed by the authorized representative of the parties, to the contract.
12. The titles or headings in this Bid Document are for convenience and easy reference only and shall not be taken into account for the purpose of construction or interpretation of this Bid Document.
13. Any reference to “person” shall include individuals, companies, firms, corporations and associations or bodies of individuals, whether incorporated or not and shall include their respective successors in business and permitted assigns.
14. A reference to any gender includes the other gender.

15. Unless otherwise specified, a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph is a reference to a Section, Clause, Annexure, Schedule, Attachment or paragraph of this Document.
16. The terms “include” and “including” shall be deemed to be suffixed with the words “without limitations”, whether or not so followed.
17. Words imparting singular shall also include plural and vice-versa and any word defined in the singular shall have the corresponding meaning when used in the plural and vice versa.

Governing Law

1. The Document shall be governed by and interpreted in accordance with laws in force in India and the Courts of Vadodara shall have exclusive jurisdiction over matters relating thereto.

GUJARAT INDUSTRIES POWER COMPANY LIMITED
SURAT LGNITE POWER PLANT – NANI NROLI

ANNEXURE-A

PRE-QUALIFICATION CRITERIA

Part-I: Techno-Commercial Bid: Consisting of below said information along with the Tender Fees and EMD.

1. Tender Fee:

Rs. 5,000/- (Rupees Five Thousand Only) by demand draft drawn in favor of GIPCL payable at SBI – Nani Naroli (Branch code-013423) or Bank of Baroda - Mosali , Dist – Surat or any other banks payable at Surat.

2. EMD

a) Bidder has to submit an EMD of Rs. 4.00 Lakh (Rupees Four Lakh only), Demand Draft drawn in favor of Gujarat Industries Power Co. Ltd., payable at SBI – Nani Naroli (Branch code-013423) or Bank Of Baroda – Mosali , Dist – Surat Bank guarantee from Any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.) , in the specified Performa of the bid document. Performa of BG is enclosed herewith as **Annexure-F**.

b) In case EMD is paid in the form of BG, it should be valid for 180 days from the due date of submission of offer. The EMD of the unsuccessful bidders will be returned to them after the award of the Lol/ Work Order to the Contractor. Any bid not accompanied with EMD will be rejected. In case, any Bidder withdraws the bid within the validity period, the EMD of the bidder will be forfeited.

c) No interest shall be payable on EMD.

3. Documents to be submitted along with Tender for Pre-Qualification/ Techno-Commercial Bid.

a) Bidder should possess minimum three years of experience out of last five years in similar nature of jobs like transportation of Coal/ Lignite / Any other

Mineral in/ from mines using hydraulic dumpers/ tippers and should enclose proof of the same. Bidder shall submit necessary evidence for the same like attested copies of work orders along with work completion certificates from clients.

- b) The Bidder should have experience in transportation of Coal/ Lignite / Any other Mineral in/ from mines using hydraulic dumpers/ tippers. The experience should be either of the following:
- I. Bidder should have executed at least one single order of 60% of the estimated yearly quantity i.e. **3.00 Lakh Te** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18) or
 - II. Bidder should have executed at least two single order of 40% of the estimated yearly quantity i.e. **2.00 Lakh Te** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18) or
 - III. Bidder should have executed at least three single order of 30% of the estimated yearly quantity i.e. **1.50 Lakh Te** during any of the last five financial years (2013-14, 2014-15, 2015-16 & 2016-17 or current financial year 2017-18).

Experience taken in the capacity of sub contractor shall also be considered provided experience certificate is issued, by the Main Company, for which the contract work is carried out, in the name of sub contractor.

- c) Bidder shall submit certified copies of balance sheet for the last two financial years 2015-16 and 2016-17.
- d) The Bidder should directly own and should readily have minimum 15 Numbers of Hydraulic Tippers/ Dumpers of at least 31 Te Gross Vehicle Weight as certified by the RTO, for the transportation work. **The details of machinery owned should be provided with a certificate from Chartered Accountant.** In case of Partnership Firm, the ownership of the hydraulic dumpers/ tippers shall be either in the name of the firm or in the name of the partners and in case of Co-Operative Society, the ownership of the hydraulic dumpers/ tippers shall be in the name of members of the Co-Operative Society or in the name of Co-Operative Society itself.

However if the bidder has purchased the hydraulic dumpers/ tippers recently, in such case, Bidder shall submit the Invoice and delivery challan and RTO receipt for registering or transferring the Ownership name.

- e) **Ownership of 15 Numbers of dumpers for the transportation work is for the purpose of qualifying criteria only, However, Bidder has to deploy sufficient numbers of dumpers for the transportation work for the completion of monthly targets.**
- f) Bidder shall provide a copy of PAN Card.
- g) The Bidder has to satisfy the following financial criteria of Turnover and Net worth in order to be considered in the Bidding process:
- i. The Bidder shall have to positive Net worth as on 31st March 2017.
 - ii. The Bidder shall have to fulfill the annual turnover requirement of at least Indian Rupees 2.00 Crore (Two Crore) in all the last 3 (Three) Financial Years (2014-15, 2015-16 and 2016-17).

Note: The terms Net worth and Turnover shall have the meaning and definition as stated in this document.

- h) Bidder should submit documentary evidence clearly indicating organization structure whether the firm is proprietary / partnership / private limited / public limited/ Co-operative Society formed for the purpose of transportation from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant; etc.

i) Declaration by the Bidder:

The Bidders have to declare the following on its letter head, under his signatures and seal:-

1. We do hereby confirm and declare that we have independently inspected the delivery points and lignite transport routes as described in the document, ascertained and obtained all relevant and necessary information, data, particulars, conditions of services of workmen and working conditions, facilities and existing industrial environment etc. which are directly or indirectly related to scope of work.
2. We have ascertained the location and situation of lignite loading points and unloading points the specified areas where the contractor would be required to undertake the transportation of lignite, Site earmarked for unloading of transported lignite, lignite stock yard, road network and location of power plant up to where the contractor will be required for tippers/dumper movement for transportation of lignite up to delivery points of the power plant.
3. We have assessed and satisfied our self as to the nature, condition, quantum, extent, scope and magnitude of the work, involved in the contract, type and conditions of the working conditions of the area/s, availability of power supply, water supply, men and machinery

requirement etc. The Bidder do hereby agrees and undertakes not to raise any dispute and/ or objection at any stage on any ground whatsoever.

4. We have assessed the condition & facilities at various locations of stockyards.
 5. We have assessed the quantity of daily lignite requirement & agree to transport it regularly.
- j) Bid document duly signed by contractor on each page.
- k) Format of Schedule of Deviation from Technical Specification and Commercial Terms and Conditions as mentioned in **Annexure-D**.
- l) To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Technical-Commercial Bid; so that the bidder shall be allowed to participate the e-Reverse Auction.**

m) Additional Pre-Qualification Criteria:

- I. Bidder shall have to submit the “Declaration-cum-Undertaking for Compliance of Safety Laws and Regulations” as amended in Form-I attached.**

If any Fatal Accident/ Violation of any safety law(s / Rule(s) is/ are found during the preceding three (3) years during the execution of the contract covering the scope and area of work of this tender, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

If any of the details submitted in the prescribed Annexure / Form to the Bid is/are found to be false, incorrect at any time in future, then the Contract awarded to that Bidder / Contractor shall be liable to be terminated forthwith without any notice / correspondence and Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage. Further, Performance / Security Deposit will also be liable to be forfeited. Any dues to GIPCL from the Bidder / Contractor shall be recovered from the pending bills or any other dues payable to the Bidder / Contractor, if any or otherwise through any other recourse available under the Laws.

- II. Bidder shall have to submit the “Litigation(s), Court Case(s) or Arbitration(s) of the Bidder” as amended in Form-J attached.**

Bidder shall have to submit the “Declaration for Contractual Disputes/ Litigations” as amended in Form-F attached.

If Bidder or its Partner(s) or Director(s) is /are/was in any Litigation(s), Court Case(s) or Arbitration(s), either completed or under progress during last five (5) years or Black Listed / Deregistered / Stopped or banned from dealing in the past by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations, Bid of that party will be liable to be rejected. Bidder agrees and undertakes to accept decision of GIPCL in this regards as final and binding on the Bidder without any demur and that no further correspondence shall be done in this regard at any stage.

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer.

4. INSTRUCTION TO THE BIDDERS:

4.1 Instruction to Bidders

Bidders are advised to carefully read the instructions, evaluation norms and other terms and conditions described in these documents under different Chapters before making their offer. In case of any doubt they may seek clarification/further information's from the General Manager (Mines) or the Chief Manager (P&P) at the Administrative Office of GIPCL at SLPP at the following telephone numbers during office hours from 08.30 a.m. to 5.30 p.m.

GM (Mines)	02629-261087	nkpurohit@gipcl.com
Chief Manager (P&P)	02629-261269	agupta@gipcl.com

4.2 e-Tendering

4.2.1 Bid documents are available only in electronic format which Bidder can download free of cost from the websites <https://www.nprocure.com> or <http://www.gipcl.com>

4.2.2 All bids (Techno-Commercial and Price bid) should be submitted online through the web site <https://www.nprocure.com> only. No physical submission of price will be entertained as it should be furnished online only. Also no fax, email and letter will be entertained for the same.

4.2.3 Following should be submitted in physical form in sealed covers separately at GIPCL's office ,

- i. Document fee
- ii. EMD
- iii. Supporting documents for Techno-Commercial Bid

The General Manager (Mines)

M/s. Gujarat Industries Power Company Limited
Village Nani Naroli, Taluka Mangrol,
Dist. Surat – 394110 (Gujarat)

- 4.2.4** Bidder who wish to participate in online bids will have to procure / should have **legally valid Digital Certificate (Class III)** as per Information Technology Act-2000, using which they can sign their electronic bids. Bidder can procure the same from any of the license certifying Authority of India or can contact M/s. (n)code solutions- a division of GNFC Limited, who are licensed Certifying Authority by Government of India.
- 4.2.5** All online bids should be digitally signed. Kindly note that valid Digital Signature Certificates is must for the entire interested Bidder. Online tendering process is not possible without **valid digital signature certificate**.
- 4.2.6** Interested Bidder are also requested to complete their procedure for taking digital signature certificate at least 3 days before last date of submission of tender online.
- 4.2.7** Free Bidder training camp will be organized every Saturday between 16.00 hrs. to 17.00 hrs. at M/s (n) code solutions. Bidders are requested to take benefit of the same (Advance Confirmation to M/s (n) code is requested).
- 4.2.8** M/s (n)code solutions reserves the rights to issue digital signature certificate after verification of application forms / supporting documents submitted by Bidder.
An M/s (n) code solution is also fully authorized to issue digital signature certificate to Bidder.
The Bidders who have no facility to participate in on-line tenders are requested to contact M/s (n) code solutions for the same.
- 4.2.9** All the correspondence in respect of training, support or digital signature certificate should be addressed to M/s (n)code solutions directly on the above mentioned address

Annexure-B

Technical Specifications

1. The Bidder shall provide Hydraulic Tippers/ Dumpers of at least 31 Te Gross Vehicle Weight as certified by the RTO. These tippers/dumpers should be compatible for GMDC/ SLPP weighbridges and delivering lignite at Feeder Breaker/ Apron Feeder or any other delivery point decided by GIPCL.

ANNEXURE-C

COMMERCIAL TERMS & CONDITIONS OF CONTRACT

1. PLANT SYNOPSIS :-

Gujarat Industries Power Company Limited (GIPCL) is a Public Limited Listed Company incorporated in 1985 having its Registered Office at P.O.: Petrochemicals – 391 346, Dist.: Vadodara. GIPCL was promoted under the auspices of the Govt. of Gujarat (GoG) by Gujarat Urja Vikas Nigam Limited (GUVNL) (erstwhile Gujarat Electricity Board – GEB), Gujarat Alkalies & Chemicals Limited (GACL), Gujarat State Fertilizers & Chemicals Limited (GSFC) and Petrofils Co-operative Limited (in Liquidation). The Company was conceived to cater electricity requirements of the Promoting Power Intensive Companies. The total installed capacity of GIPCL is 959.4 MW.

GIPCL installed its first 145 MW Neptha / Natural Gas based Power Plant at Vadodara in February 1992. GIPCL expanded its Power generation capacity by installing 165 MW Neptha / Natural Gas based Power Plant at Vadodara in November 1997, as Independent Power Producer (IPP). Further, It expanded its capacity by installing Lignite based Phase – I, 125 MW X 2 Units in February 2000 and Phase – II, 125 MW X 2 Units in April 2010, at Village Nani Naroli, Tal.: Mangrol, Dist.: Surat, known as Surat Lignite Power Plant (SLPP). Power generated by GIPCL is supplied to State grid (GUVNL) and a part of it is given to the promoting companies through the State Grid. GIPCL has its captive Lignite Mines in Mangrol Taluka, Dist.: Surat and Valia Taluka, Dist.: Bharuch.

In addition, GIPCL is operating 5 MW Photo Voltaic Solar Power Plant which is located on the top of Over Burden Soil Dump at Vastan Lignite Mine. GIPCL has also successfully commissioned 1 MW Distributed Solar Power Pilot Plants (DSPP) with novel concept of Agriculture activities, at two locations in Gujarat viz. at Village Amrol, Tal.: Ankalav, Dist.: Anand and at Village Vastan, Tal.: Mangrol, Dist.: Surat. GIPCL is also set up 2x 40 MW PV Based Solar Power plant at Gujarat Solar Park, Charanka, Dist.: Patan, Gujarat. PPA for the project has been signed with Solar Energy Corporation of India Ltd (SECI).

GIPCL has also commissioned 112.4 MW Wind power projects in the State of Gujarat. The projects are in operation since 2016.

2. LOCATION OF THE PLANT :-

Surat Lignite Power Plant is accessible by road from Kim and Kosamba, which are on Bombay -Ahmedabad NH-8. From Kosamba, site is around 32 kms, out of which 27 kms is part of the National and state highway and balance 5 kms is district road. From Kim, the site is around 18 kms, out of which 13 kms is the state highway and balance 5 kms is district road. The nearest broad gauge

railway line is at Kim, which is around 21 kms from the power plant. Surat is approximately 50 km from the plant.

3. PROCEDURE FOR OFFER SUBMISSION:-

Bid shall be submitted in two parts namely: Pre-qualification /Techno-Commercial Bid and Price Bid as per following:

Part-I: Pre-qualification /Techno-Commercial Bid:-

This bid shall consist of following:

- i. Tender fee, EMD and Documents related to Pre-qualification as mentioned at **Annexure- A**.
- ii. Confirmation & Acceptance of Technical Specifications indicated at **Annexure-B**.
- iii. Confirmation & Acceptance to all Commercial Terms and Conditions indicated at **Annexure-C**.
- iv. Deviation sheet **Annexure-D**, indicating deviation if any should be submitted duly signed & stamped.
- v. Undertaking for Unconditional Bid & Observance of Contract Conditions indicated at **Annexure-H**.
- vi. Declaration cum Undertaking for Safety Laws and Regulations Compliance as mentioned at **Annexure-I**.
- vii. Declaration for Contractual Disputes/ Litigations as mentioned at **Annexure-J**.
- viii. **The details of machinery owned should be provided with a certificate from Chartered Accountant**
- ix. **To participate in e-Reverse Auction, bidders have to create e-Auction USER ID on www.auction.nprocure.com and it is mandatory to submit the same along with physical Technical bid (In EMD cover); so that the bidder shall be allowed to participate the e-Reverse Auction.**

Part-II: Price Bid:

The price bid to be submitted only against e-tender at the <https://www.nprocure.com>. Physical bid shall not be considered/ entertained.

The following criteria to be considered while submission/ evaluation of offer.

1. The rates should be as per **Annexure-E** only.
2. Conditional price shall not be considered for Evaluation.

3. Evaluation of both Techno-Commercial Bid and Price Bid shall be done separately.
4. Techno-Commercial evaluation of bid shall be carried out first. This will be done on the basis of Eligibility Criteria as given in **Clause 3.0** of this Section and the completeness and conformity of the bid with respect to requirements.
5. Price Bids of only Techno-Commercial acceptable bids shall be considered for further evaluation.
6. Bid Evaluation shall be done as per the details given in **Annexure-E**.
7. **Lowest three (03) eligible bidders or 50% out of total eligible Bidders** (rounded to the next higher whole number), whichever is higher, shall be invited for participation in e-Reverse Auction.
8. Incremental Value for the e-Reverse Auction as 0.25% of the total value and duration for the e-Reverse Auction shall be informed to the qualified bidders before start of e-Reverse Auction. The L1 (**Lowest Lignite Transportation Rate in Rs/tonne of transported lignite**) shall be put up for starting e-Reverse Auction. e-Reverse auction shall be for reducing the Lignite Transportation Rate in Rs/tonne of transported lignite and the bidders have to reduce their Lignite Transportation Rate in Rs/tonne of transported lignite in decrement of value as decided before start of e-Reverse Auction.
9. After e-Reverse Auction process, L1 bidder shall be decided on lowest Lignite Transportation Rate in Rs/tonne of transported lignite.

EMD, Tender fee along with all the required documents to be submitted at the office of the General Manager (Mines) at the address given below, on or before 10/01/2018 not later than 12.00 hrs. On receipt and verification of the same, the Bidder will be declared qualified for the Price Bid.

General Manager (Mines)

M/s. Gujarat Industries Power Company Limited
Village Nani Naroli,
Taluka Mangrol,
Dist. Surat – 394110 (Gujarat)

4. Scope of work:

a. Description of work:

1. The Scope of work involves the transportation of Lignite from Tadkeshwar Lignite Mine, GMDC at Tadkeshwar, Dist.: Surat to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**), as and when required by the GIPCL.

2. Hydraulic Tippers/ Dumpers of at least 31 Te Gross Vehicle Weight as certified by the RTO for lignite transportation commensurate with the work for the transportation of lignite from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant as shown in Lignite Transport Route Plan (**Annexure-G**). Again the weightment of the lignite shall be carried out at SLPP's weighbridge near Feeder Breaker or Apron feeder at SLPP.
3. The approximate weighted average distance from Tadkeshwar Lignite Mine, GMDC to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**), is approximately **16.30 Km** (One Way weighted average: For calculating the Weighted Average Lead distance for lignite transportation, it will be from Lignite Loading Point at Tadkeshwar Lignite Mine, GMDC at Tadkeshwar, Dist.: Surat to average of the lead distance of Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan and Considering that lignite transport quantity will be transported to Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP in the ratio of 70% and 30 % respectively).
4. While transporting lignite, due care is to be taken to avoid any kind of pollution & en-route spillages. The contractor shall arrange to cover the dumper/ tipper by tarpaulin suitably.
5. Ownership of 15 numbers of Hydraulic Tippers/ Dumpers of at least 31 Te Gross Vehicle Weight as certified by the RTO for the transportation work is for the purpose of qualifying criteria only, However, Contractor has to deploy sufficient numbers of hydraulic dumpers/ tippers for the transportation work for the completion of fortnightly targets.

The Contractor will carry out transportation of lignite up to designated spot as per Lignite Transport Route Plan (**Annexure-G**) and as per the requirement of GIPCL Power Plant from time to time.

b. Estimated Quantities of Lignite Transportation: -

The estimated quantities of for the transportation of lignite will be the approximately 05.00 Lakh Te/year. The fortnightly targets for transportation of lignite for the respective weeks shall be provided by GIPCL at least 2 days prior to the commencement of week. The fortnightly targets for transportation of lignite shall be given as per the requirement of Power Plant Consumption.

Note: -

1. The quantity for the transportation of lignite is only indicative/ estimated

figures. The actual quantity of lignite transported will depend solely on the requirement of the GIPCL. GIPCL shall have sole discretion as to the requirement of lignite from time to time. The Bidder / Contractor has agreed and understood that the requirement of lignite by Power Plant may vary from time to time, to which the Bidders/ Contractor shall not have any objection. Accordingly, the Contractor shall not be entitled to any compensation or indemnity on account of increase or decrease in the quantity of lignite transported.

2. Further GIPCL reserves the right to increase/decrease the fortnightly quantity by giving at least a 02 days prior notice in writing.
3. Above mentioned estimated quantities are however, not sacrosanct and actual figures may vary depending on the actual field conditions and other factors.

c. Time for Completion of the Work Covered by Contract:

1. The period of contract will be 01 (One) Year, which may be extended to one more year, if mutually consented, from the date of letter of Intent at the sole discretion of GIPCL.
2. The period of 15 (Fifteen) days shall be allowed for mobilization to commence the operations as per scope of work reckoned from the date of issuance of letter of intent.
3. The zero date reckoned for the contract shall be the date of issuance of LOI or work order to the Contractor.
4. If the contractor shall desire an extension of time for completion of work on the grounds of his having been unavoidably hindered in its execution or on any other grounds whatsoever, he shall apply in writing to the, GIPCL within 07 (Seven) days of the date of the hindrance on account of which he desires such extension as aforesaid, and GIPCL shall if in its opinion, which shall be final and binding on the contractor, is satisfied that reasonable grounds exist, authorize such extension of time as may in its opinion be necessary or proper. Whenever such extension is granted by GIPCL this would be without prejudice to GIPCL's right to take appropriate action under this contract and without any additional financial liability on GIPCL.
5. Failure or delay by GIPCL to hand over the targets to the contractor necessary for the executions of the works, or to provide the necessary instructions or any other delay by GIPCL due to any other cause, whatsoever shall in no way affect or vitiate the contract or alter the character thereof or entitle the contractor to claim damages or

compensation thereof, provided, however, that GIPCL may at its sole discretion extend the time for completion of the work by such period as it may consider necessary or proper.

6. If the quantity awarded remains unexecuted for any reason whatsoever, including reduced /less requirement of lignite by power plant, at the end of contract period, GIPCL may at its sole discretion grant such extension of time as it may deem fit for the execution of balance unexecuted quantity or any part thereof on the same rates, terms and conditions of the Contract.
7. If the contractor completes the awarded work quantity before completion of the awarded contract period, GIPCL may its sole discretion award such additional work quantity as it may deem fit, at the same rates and same terms and conditions of the contract.

d. Special terms & Conditions for Transport Contract:

1. The contractor, before starting the work, shall furnish to the Site-In charge nominated by GIPCL the list of Hydraulic Tippers / Dumpers proposed to be deployed for the work, with the related papers of registration, fitness certificate, permits, licenses, Insurance, driving licenses etc. for inspection. No Hydraulic Tippers / Dumpers shall be deployed for the work without the approval of the Site-In charge nominated by GIPCL. The contractor shall register the Hydraulic Tippers / Dumpers at GIPCL.
2. Only Hydraulic Tippers / Dumpers with RFID Tag shall be deployed by the contractor and in no case "Dala" trucks shall be deployed or permitted to be deployed for the work of lignite transportation. Hence, before deployment of Hydraulic Tippers / Dumpers, Contractor has to registered Hydraulic Tippers / Dumpers for RFID Tag, if required by the GIPCL, at GIPCL site office. GIPCL will charge @ Rs. 1500.00 per RFID Tag for first 50 RFID Tags. Additional requirement/ replacement of damaged RFID Tag will be @ Rs. 2000.00 per RFID Tag.
3. Only Hydraulic Tippers / Dumpers in good operational and safe condition having valid fitness certificate permits/ licenses etc. and in respect of which the required taxes/ fees have been deposited and which are properly covered by insurance, shall be deployed for the work.
4. The contractor shall at his own cost, arrange for regular checking/ maintenance/ repair of the dumpers/tippers and keep them in good and safe conditions at all times.
5. Only experienced, skilled and disciplined drivers of sound health, good

behavior and antecedents having valid and requisite driving license shall be deployed by the contractor for driving the Tippers / Dumpers deployed for the work.

6. In no case any un-authorized driving of the Tippers / Dumpers shall be permitted by the contractor.
7. The Tippers / Dumpers shall be loaded only up to the maximum carrying capacity and shall not be overloaded under any circumstances as per RTO Norms.
8. Contractor's dumpers/tippers should ply only on specified routes/ roads. In case, plying of the dumpers/tippers on any other route/ road become necessary, due to any reason, prior approval for the same shall be taken by the contractor from the Site-In charge.
9. In case of violation of this provision, penalty may be imposed on the contractor and/ or the contract terminated.
10. The work shall be executed round the clock on all the days of week as directed by the Site-In charge nominated by GIPCL and the contractor shall be obliged to comply with the same.
11. The contractor shall not have any claim whatsoever for the idleness of his Tippers / Dumpers / employees for want of lignite or lack of space available at the unloading site or any dislocation en-route and/ or for any other reason.
12. The contractor shall at his own cost arrange for all materials, stores, spares, tools, tackles etc. and maintenance/ repairs of the Tippers / Dumpers required/ deployed for the work. The company shall have no liability whatsoever on this account.
13. The Company shall have no responsibility/ liability whatsoever for any accident/ damage to the contractor's Tippers / Dumpers in transit or while engaged in the work.
14. If the Company suffers any loss on account of suspension of transportation or idleness of its equipments/ employees or on any other account or damage to its property, due to any failure on the part of the contractor or due to any act of omissions or commission on the part of his representative/ employees or from the Tippers / Dumpers of the contractor, the value of the same as assessed by the Company, shall be recovered from the contractor's bill/ security deposit. The decision of the company in this regard shall be final and binding on the contractor.

15. The contractor shall issue an identity card /employment card to each driver with photograph duly attested by him which the employee shall always carry with him, while on work & produce for inspection whenever required.
16. The contractor shall not engage any person of less than 18 yrs of age or females during night hrs as required by the relevant law.
17. In case any accident occurs or any injury is caused to any employee of the Company by the Tippers / Dumpers of the contractors or by any act of omission/ commission on the part of the contractor's representative/ employees, the compensation for the same, as provided in law or as assessed by the company shall be recovered from the contractor along with the costs and expenses incurred by the company on the same.
18. The trucks loaded with lignite will not halt on the route, except for break-down reasons, and will report to SLPP weighbridges within 30 minutes of outward time from GMDC weighbridge.
19. The trucks loaded with lignite will not travel on any other route than the route prescribed by GIPCL, without permission from Site-In charge, GIPCL.
20. Any truck/ truck driver not complying with the terms and conditions of the tender documents is liable to be suspended/ debarred by Site-In charge nominated by GIPCL.

5. Acceptance of LOI/ Work Order and Payment of Security Deposit:-

Within 07 days of issue of LOI/ Work Order, the Contractor will make payment of security deposit, as an acceptance of the LOI/ Work Order, in the manner prescribed in **Annexure-C**, terms and Condition. The failure shall be deemed to be refusal by the Bidder to accept the LOI/ Work Order and amount of EMD will be forfeited and necessary further action may be initiated as may be deemed fit by the management.

6. Commencement of Work:-

- a) A letter, authorizing Contractor to commence the work will be issued by GIPCL after submission of Security Deposit along with acceptance Contractor will have to mobilize and start the actual lignite transportation within 15 (Fifteen) days from the date of issue of LOI/ Work Order. In case of failure to commence the work within the stipulated mentioned period the contract may be terminated, at the discretion of GIPCL.

- b) The zero date reckoned for the contract shall be the date of issuance of LOI/ Work Order to the Contractor.

7. Weighment:-

- a) The contractor shall be paid only on the basis of weightment at SLPP weighbridges at plant side only. Weightment of lignite as recorded at the SLPP weighbridges or any other weighbridge at plant side shall be considered and treated as final for the purpose of this contract. In case any of the weighbridges near designated lignite delivery point is not in working condition for whatsoever reason, then the Contractor agrees and undertakes to get the weightment done at any of the weighbridge as directed by GIPCL. The Contractor shall not raise any dispute including claim for any extra cost regarding the said authorization of any such weighbridge on this account by GIPCL.
- b) The difference in weightment between two weighbridges (Tadkeshwar Lignite Mine, GMDC and SLPP weighbridges or any other weighbridge at plant side) shall be treated as transit loss and shall be reconciled fortnightly. The dumpers/tippers are being weighed both at the loading end as well as unloading end, the figures of weightment at both the ends shall be reconciled fortnightly and the actual quantity of lignite received at GIPCL shall be considered as final and payment shall be made based on actual receipt quantity only. If the actual receipt quantity at SLPP weighbridges is higher than weighted quantity at Tadkeshwar Lignite Mine, GMDC, then weighted quantity Tadkeshwar Lignite Mine, GMDC shall be considered.
- c) If there is any shortage of lignite received at the GIPCL weighbridges reconciled during the fortnight (to be computed from the date of award of contract), the value of lignite found short, will be deducted at double the prevalent purchase price of lignite from the running bill of the transporting contractor and No Transportation Charges shall be payable on the shortfall of the lignite transported quantities. However, in case of abnormal transit loss in any Tipper/ Dumper, GIPCL shall recover the lignite loss, individually.

8. Right of the owner :

GIPCL reserve the rights to reduce/ increase the quantity or short close the ordered quantity at any stage. GIPCL shall intimate two weeks in advance before short closing the contract. No financial claim shall be entertained in such cases by GIPCL.

9. Validity of Offer:-

Your offer shall remain valid for **90 days** from the due date of tender.

10. Rates for Transportation of Lignite Payable and Escalation/Reduction thereafter:

GIPCL proposes to award the annual rate contract for transportation of Lignite from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant by using Hydraulic Tippers / Dumpers as shown in the Lignite Transport Route Plan (**Annexure-G**) as and when required. Bidders are requested to quote their rates accordingly. The Contractor will be eligible to receive its remuneration from GIPCL in respect of the complete work done as per scope of work at contracted rates by GIPCL on fortnightly basis.

The fortnightly running account bill for the work as mentioned at FORM-PRICE BID/SCHEDULE ("PRICE BID") i.e. rates in INR per tonne of Lignite transported (Which shall include, all operating and capital costs including interest, depreciation and transportation of lignite as per Section - V, Scope of work & special conditions of the contract shall be considered on the fortnightly performance basis.

Fortnightly Payment of Lignite transported = $Q \times A$

A = Lignite Transportation Rate for the relevant fortnight.

Q = Quantity of transported lignite for the relevant fortnight as per the weightment at SLPP, weighbridges.

The contractor will be paid for lignite transported only on the basis of its weightment at SLPP Weigh Bridge near the designated delivery point i.e. Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder.

The remuneration to be paid by GIPCL to contractor for the entire work to be done and for performing the obligations of this contract Lol/ Work Order by the contractor shall be ascertained by applying the quoted rates on the work done and payment shall be made accordingly as per bid provisions for the work actually executed and approved by the GIPCL. The sum as ascertained shall constitute the sole and inclusive remuneration to the contractor under the contract and no further or other payment, whatsoever, shall be or become due or payable to the contractor under the contract.

The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period & shall not be subject to change except as mentioned elsewhere in the bid document. The contract rate shall be deemed to include and cover the risk of all possibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of GIPCL in the exercise of powers and on account of extension of time granted due to various reasons and for all possible or probable cause of delay/s in execution of this work. The contractor shall not be entitled to raise any claim and/ or dispute on account of any rise in the price of oils, lubricants, tyres, tubes, spares and wages etc. on them or any other ground or reasons whatsoever.

Escalation/Reduction will be considered only on diesel. GIPCL will work out the simply average out of the revised diesel prices from 1st to 15th or 16th to 30/31st of every fortnight and consider this worked out rate for the purpose of the calculation of Escalation/Reduction on diesel for the transported lignite quantity during the same fortnight.

Escalation/Reduction will be applicable on diesel as per the actual change in newly worked out rate (average out of the revised diesel prices from 1st to 15th or 16th to 30/31st of every fortnight price of diesel) over the base price i.e. price at IOC outlet at Nani Naroli. **The base price of the Diesel is 62.30 Rs/Ltr. taken from the IOC outlet at Nani Naroli for dated 18th December, 2017.**

Diesel Price Variation Rate in Rs. per Te.:

Diesel Price Variation Rate (per Te.) = $D \times 2/d \times R/C$

Where,

D = Weighted average one way distance from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant in kilometers.

d = Distance covered per Ltr. of Diesel by the Truck in K.M.

C = Capacity of Tippers (in Te.)

R = Variation in the price of diesel from the base price (in Rs. per Ltr.)

Diesel Price Variation Rate in Rs. per Te. = $D \times R / 20$ Where,

D = One Way weighted average distance from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant in kilometers viz. 16.30 Kms.

d = Distance covered per Ltr. of Diesel by the Truck in K.M viz. 2 Km/Ltr

C = Capacity of Tippers (in Te.) viz. 20.00 Te.

R = Variation in Price of Diesel from the base price (in Rs. per Ltr.)

11. Revision of Rates for Transportation of Lignite Payable: -

The following special terms and conditions will be applicable to revision of lignite transportation rates.

- 1. Weighted Average Lead distance:** The weighted average distance from Lignite Loading Point at Tadkeshwar Lignite Mine, GMDC at Tadkeshwar, Dist.: Surat to Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**) is **16.30 km**.
- 2. Variation in Weighted Average Lead Distance: -** The lead distance for lignite transportation as mentioned above is only weighted average distance planned. Whenever there is a change, as approved by GIPCL, in the specified unloading location or any geographical change in the transportation road direction/ alignment resulting in variance in lead distance by more/less than 5 % of the weighted average lead, the escalation on this account will be calculated as per the formula given below:

The formula has been adjusted based on the % of diesel cost:

Calculation of Rate due to Variance of lead distance from Planned lead $RR = AR \times (0.60 + 0.40 \times AL) / (0.60 + 0.40 \times PL)$, where the Diesel cost is = **40%**

RR = Revised Rate of transportation on change of Weighted Average Lead (Rs. /tonne).

AR = Awarded rate of transportation for planned Weighted Average Lead (Rs. /tonne).

AL = Actual Weighted Average Lead in km.

PL = Planned Weighted Average Lead in km (16.30 Km) for the awarded rate.

Note:

- a) Weighted Average Lead distance means one way distance.
- b) For calculation of revised rate, the variation in Weighted Average Lead would be rounded off to the nearest 100 meters.
- c) The change in Weighted Average Lead distance, if any, will be measured and certified by committee of GIPCL and it will be binding on the Contractor and the Contractor shall raise no dispute in this regards. If variation in the said Weighted Average Lead distance for

transportation of lignite is more than 5% of awarded weighted average lead, the revised rate formula as mentioned above will be applied for payment of the work done. For any variation in the said Weighted Average Lead distance for transportation of lignite up to 5%, revised rate formula and revised rate as mentioned above shall not be admissible.

- d) For calculating the Weighted Average Lead distance for lignite transportation, it will be from Lignite Loading Point at Tadkeshwar Lignite Mine, GMDC at Tadkeshwar, Dist.: Surat to average of the lead distance of Feeder Breaker/ Lignite Stockyard No. 1 near feeder breaker and Apron Feeder/ Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (**Annexure-G**)

12. Statutory compliance: -

The Contractor shall be responsible for making all statutory compliances with regard to execution of all works under the contract awarded to him, including but not limited to employment of manpower, deploying necessary transport vehicles and complying with the rules and regulations of registration, licenses, etc. in this regard. All the trucks placed for transportation of lignite should comply all the statutory requirements from the appropriate authorities. You shall load vehicle as per the RTO guidelines and overload shall not be allowed.

13. Sub-Letting of Work:-

The whole of the work included in the contract shall be executed by the contractor and the contractor shall not directly or indirectly transfer, assign or sublet the contract or any part thereof or interest therein without prior written consent of GIPCL. Even if the subletting of part of work is allowed by company, it shall not absolve the contractor from his contractual obligations.

14. TERMS OF PAYMENT:-

The Contractor shall submit bill along with all necessary documents for the transportation of Lignite on every fortnight and payment shall be released within 15 days then after i.e. for supply of Lignite from 1st to 15th (1st fortnight) of any month, your bill should reach latest by 20th of the month and payment will be released by 30th of the month or within 10 days of the receipt of the bill, whichever is later and the same way for second fortnight (16th to end of every month), the bill should reach latest by 5th of the next month and payment will be released by 15th of the next month or within 10 days of the receipt of the bill, whichever is later.

For obtaining running account payment, the contractor will submit bill for the work done in every fortnight as per the methodology given in Clause No. 4 and 5 of **Annexure-C**. The bill should be submitted along with following details:

- a) Date wise weighbridge statement duly certified by Site-In charge nominated by GIPCL, showing the tonnage of Lignite delivered, with summary sheet showing total tonnage of Lignite delivered during the R.A Bill period.

The GIPCL shall verify the bills & quantity of lignite delivered, to GIPCL Power plant during the fortnight and the admissible amount of the bill of the contractor, will be paid after making necessary deductions,

- a) Income Tax (TDS) as per the provisions of the Income Tax Act in force,
- b) Amount of LD levied, if any
- c) Cost of other material / services provided, if any.

The running bill shall be signed by the Contractor's authorized representative, and certified by the Site in charge of GIPCL. The bill so prepared and certified will be submitted for payment to the office of the GM (Mines).

15. Security Deposit / Performance Guarantee:

- a) Within 07 days of issue of LOI, the Contractor will make payment of security deposit (SD) in the form of Bank Draft in favor of Gujarat Industries Power Company Limited, payable at Vadodara or Bank Guarantee from any Nationalised/Govt. Bank or Any one of following Private Banks (ICICI Bank, IDBI Bank, Axis Bank, Kalupur Co-op Bank, HDFC Bank), Commercial Bank (Kotak Mahindra Bank, Yes Bank, Ratnakar Bank, Indusind Bank, Karur Bank, DCB Bank, ING Vyasya Bank) and Cooperative Banks (Kalupur Commercial Bank Ltd, Rajkot Nagrik Sahkari Bank Ltd, Ahmedabad Mercantile Co-operative Bank Limited, Mehsana Urban Co-Operative Bank Ltd, Nutan Nagrik Sahkari Bank Ltd.) in the specified Performa of the bid document, **for an amount of ten percent (10%) of Contract Value (05.00 Lakh tonne of Lignite transported) of contract**

The BG shall also be maintained valid for at least six (06) months after the completion of the contract period.

- b) The entire Security Deposit shall be refunded after three months of the expiry/ successful completion of contract, subject to handing over of possession of work Site, camp Site (if allowed on GIPCL acquired land / lease) provided always that the Contractor has been first paid all the bills including his final bill subject to deductions as are permissible under these terms and all other dues to the GIPCL arising out of this contract, if any, have been fully met by the

- Contractor and the Contractor has rendered "No claim and No Dues Certificate" to the GIPCL.
- c) The Security Deposit shall be liable to be forfeited wholly or partly at the sole discretion of the GIPCL, should the Contractor either fail to fulfill the contractual obligations or fail to settle in full his dues to the GIPCL. In case of premature termination of the contract, the Security Deposit may be forfeited and the GIPCL will be at liberty to recover the loss suffered by it from the Contractor.
 - d) The GIPCL may deduct from the Security Deposit any sum due and any other sum that may be fixed up by the GIPCL as being the amount of loss or losses or damages suffered by it due to delay in performance and/or non-performance and/or partial performance and /or poor performance of any of the terms of the contract.
 - e) All compensation or other sums of money payable by the Contractor to GIPCL or recoveries to be made under the terms of this contract may be deducted from any sums which may be due to the Contractor from GIPCL on any account and in the event of the such amount being insufficient the Contractor shall within ten days of such shortfall make good in cash, failing which the balance amount shall be recovered by way of invoking the bank guarantee furnished as security.
 - f) In the event of security amount at any time during the currency of the contract falling short of the specified amount, the Contractor shall forth with make good the deficit on demand, so that the total amounts of Security Deposit will not at any time be less than the amount so specified. GIPCL may recover the same by way of additional deductions from bills.
 - g) No interest is payable on Security deposit amount.
 - h) In case of enhancement of quantum of work due to any reason, the contractor shall furnish additional security amount. This security will be progressively recovered from the payment due to the contractor.
 - i) In case, the contractor fails to mobilize required manpower and equipments within 15 (Fifteen) days from the date of issue of LOI/ Work Order the amount of security deposit may be forfeited at the sole discretion of the company.

16. DEDUCTIONS / RECOVERY :

- a) Failure on the part of the Contractor to start transportation of lignite within stipulated period (After 15 days from the date of LOI/ Work Order), or after completion of its extension if any, by GIPCL, necessitated by delay not caused by or attributable directly to GIPCL, contractor shall be liable to pay liquidated damages to GIPCL @ Rs.10000.00 (Rupees Ten Thousand only) for each day of delay in commencement of transportation of Lignite. Payments of damages, aforesaid, shall be made fortnight by the Contractor failing which the same shall be recovered from Security Deposit Bank Guarantee If the transportation does not commence within 15 days from the expiry date of schedule time of (including its extension if any, owing to delay

on account of the Contractor and / or for reasons not attributable directly to GIPCL), GIPCL shall have the right to invoke the termination clause. The Contractor agree that the liquidated damages mentioned herein are genuine pre-estimates of the damages that may be caused to GIPCL in the events mentioned above and that payment of such liquidated damages by the Contractor shall be without prejudice to any other legal remedy that might be available to GIPCL under law.

- b) The obligation to strictly comply with the specified fortnight quantity indicated by the GIPCL's office is fundamental requirement and obligation of the contractor.
- c) In case of any shortfall for meeting the minimum requirement on fortnight target basis for the transportation, the liquidated damages shall be applied as indicated below :-
 - a) Up to 5 % Shortfall of fortnight target - 10% of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
 - b) More than 5% and up to 10% Shortfall of fortnight target - 15 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
 - c) More than 10% and up to 15% Shortfall of fortnight target - 20 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.
 - d) More than 20% Shortfall of fortnight target - 30 % of weighted average rate of lignite transport for the particular month of shortfall in lignite transport quantity on fortnight basis.

If there is reduction in lignite transport quantity due to less off take by GIPCL for any reason or due to any constraint in lignite loading at Tadkeshwar Lignite Mine, GMDC, LD will not be applicable on the Contractor.

17. Transit Risk:

Any liability arising out of death / injury to third party or damage to property of third party following an accident to the vehicle / spillage of lignite should be the sole responsibility of the contractor and the Contractor shall indemnify GIPCL against all claims, actions and demands arising on account of the same.

18. Precaution

You shall ensure that all the tippers/ dumpers are properly covered with tarpaulin after loading of lignite to avoid dusting during road travel.

19. Adherence to Safety Procedures, Rules, Regulations and Restriction

- a) The Contractor shall comply with all provisions of Applicable Laws (including labour laws, rules, regulations and notifications issued there under from time to time). All safety and labour laws whether enforced by any Governmental Authorities or by the GIPCL shall be applicable in the performance of this Contract and the Contractor shall abide by them.
- b) Each of the Contractor represents and warrants that the Contractor as well as Contractor's personnel has full knowledge of applicable law that may govern the performance of their obligations under this Contract and they shall comply with the same during the Term of the Contract.
- c) Each of the Contractor agrees to obtain and maintain, at its own expense, all Applicable Permits that may be required under Applicable Laws for the performance of their obligations under this Contract.
- d) Any default or failure by the Contractor in complying with the Applicable Laws on account of lack of information or knowledge on the part of the Contractor shall not excuse the Contractor from performance of its obligations under the Contract.
- e) The Contractor shall make true and complete disclosures regarding the compliance of all the rules, regulations, notifications, orders in relation to the deployment of labour. Any misrepresentation, false or untrue statement made by the Contractor in this behalf or in the event the Contractor acts or performs the contract in breach of the requirement of the contract terms, shall entitle GIPCL to initiate appropriate civil and/or criminal proceedings against the Contractor and the Contractor shall be solely accountable and liable for the same.

20. INTERPRETATION CLAUSE

In case of any dispute with regard to the interpretation of any of the provisions of this document or to the due performance in accordance with the contract terms, the decision of MD, GIPCL will be final and binding.

21. INDEMNITY

- a. The Contractor shall indemnify and keep harmless GIPCL from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by GIPCL which it may sustain, pay or incur as a result of or in connection with the performance/ purported performance/ non-performance of the contract by the Contractor.

- b. In case, in any litigation pertaining to labour employed through contractor if any direction or order is issued by court at any point of time the contractor shall comply with and implement such direction or order whether passed at the time of award of contract or during the pendency of contract. Further, the Contractor shall indemnify the Owner/GIPCL against all consequences arising and affecting GIPCL owing to the compliance of the orders by the Contractor.

22. FORCE MAJEURE

The performance of the obligations herein contemplated may be suspended without incurring the penalty in the event of the subsistence of Force Majeure conditions.

If a Force Majeure situation arises, the affected Party shall promptly notify the other Party in writing of such conditions and the performance shall be suspended as per mutual agreement. For the purposes of this clause, 'Force Majeure' means an event beyond the control of the Party and not foreseeable by the Party and shall include events of floods, explosions, riots, wars, hurricane, epidemics, any other Act of God, quarantine restrictions, terrorism, government actions and provided always that such acts result in the impossibility of the further performance of the contract.

23. ARBITRATIONS:

All disputes, differences, claims and questions, whatsoever, which may arise either during the continuance of this contract or afterwards between the Supplier and GIPCL, touching the interpretation and / or the execution of any clause of this contract, or any other act, deed or commission / omission by any party or as to any other matter in any way relating to these clauses or right, duties, obligations or liabilities or either party under these clauses shall be referred to a Sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification thereto or re-enactment thereof in force from time to time. The seat and venue of such arbitration shall be Surat, Gujarat state only. The arbitration shall be conducted in English language.

24. GOVERNING LAW AND JURISDICTIONS:

This Contract and the interpretation of the provisions thereof and the performance thereof shall be governed by the laws of India. Notwithstanding any other court or courts having jurisdiction to decide the question (s) forming the subject matter of the reference if the same had been the subject matter of Suit, any and all actions and proceedings arising out or relative to the contract (including any arbitration in terms thereof) shall lie in the court of competent civil jurisdiction in this behalf at Surat only (where this contract has been signed on behalf of the Management) and only the said court shall have jurisdiction to

entertain and try such action (s) and / or proceedings to the exclusion of all the other courts.

25. TERMINATION:

- a.** GIPCL may terminate the contract after due recoveries of pending jobs/damages after giving 15 days' notice to the contractor if any of the following events occur :–
 - i.** Contractor is adjudged as insolvent.
 - ii.** Contractor has abandoned the contract i.e. the Contractor fails to perform the obligations under the contract for a period of One month.
 - iii.** Contractor fails to proceed with the work with due diligence as per requirements of the contract.
 - iv.** Any of the licenses, permissions or registrations of the Contractor as required under the applicable laws are discontinued/ cancelled or not renewed in time.
 - v.** Contractor has neglected or failed persistently to observe or perform his obligations under the contract or performs unsatisfactorily
 - vi.** The Contractor is found to have acted in breach or violation of any of the safety norms persistently, applicable labour and other laws in relation to the contract and his obligations therein. The Contractor commits a breach of the contractual terms and conditions.
- b.** GIPCL shall give the Contractor a 15 days' notice period to rectify the breach, failing which the contract shall stand terminated on the last date of the notice period without requiring any further notice from GIPCL in that behalf.
- c.** Upon such termination, the outstanding dues of the Contractor shall be settled subject to the amounts recoverable by GIPCL under the contract from the Contractor.
- d.** The SD shall be retained till completion of the defect liability period.

ANNEXURE –D

(To be submitted on Company's Letter Head)

**SCHEDULE OF DEVIATION FROM TECHNICAL SPECIFICATION AND
COMMERCIAL TERMS AND CONDITIONS**

All the deviations from the general and special conditions of contract shall be filled by BIDDER clause by clause in this schedule.

Sr. No	SECTION	CLAUSE NO	AS PER TENDER DOCUMENT	DEVIATION

The bidder here by certifies that the above mentioned are the only deviations from OWNER's General/ Special Conditions of this enquiry. The bidder further confirms that in the events any other data and information presented in the BIDDER's proposal and accompanying documents are at variance with specific requirements laid out in the OWNER's General /Special Conditions, then the latter shall govern and will be binding on the BIDDER for quoted price.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

ANNEXURE-E

PRICE BID

Price Bids of the techno-commercially qualified Bidders shall be evaluated for deciding the lowest Bidder and the lowest Bidder (L1) shall be decided on the basis of lowest rate Rs/tonne of lignite delivered. Here, it should be noted that the above process of evaluation is specifically for comparative evaluation of price bids only. However, contractor shall be required to execute actual quantities as per direction of GIPCL and shall be paid for the actual work done on the rates quoted.

1. The evaluation of offers will be made on the basis of the lowest offer received. The management reserves the right to accept or overlook or reject any lower rate offered by the Bidder.
2. The Bidders are required to quote the rates strictly as per the terms and conditions mentioned above. The conditional bid will not be entertained and will be summarily rejected.
3. The price quoted shall be applicable to quantity variation also.
4. Rate quoted shall remain valid for **90 days** from the date of opening of the techno-commercial bid, which shall have to be extended unconditionally for further maximum of period 60 days, as deemed fit by GIPCL.
5. GST and any other fresh imposition or variation in taxes or payable by the GIPCL to the extent levies during the currency of the contract, if applicable and directly related to the services rendered by the Bidder under this contract.
6. After e-Reverse Auction, Bidder will be selected based on lowest **Lignite Transportation Rate in Rs/tonne of transported lignite.**

Since GIPCL proposes to outsource works for the transportation of lignite of total estimated quantity 05.00 Lakh Te/year, Bidders are requested to quote their rates as under:

Sr. No.	ITEM	Lignite Transportation Rate in Rs/tonne of transported lignite
1	Transportation of Lignite from Tadkeshwar Lignite Mine, GMDC at Tadkeshwar, Dist.: Surat to Feeder Breaker / Apron Feeder / Lignite Stockyard No. 1 near feeder breaker / Lignite Stockyard No. 2 near Apron Feeder at SLPP as shown in Lignite Transport Route Plan (Annexure-G)	

The rate of remuneration to the Contractor shall remain firm & fixed for the entire contract period.

Escalation/Reduction will be considered only on diesel. GIPCL will work out the simply average out of the revised diesel prices from 1st to 15th or 16th to 30/31st of every fortnight and consider this worked out rate for the purpose of the calculation of Escalation/Reduction on diesel for the transported lignite quantity during the same fortnight.

Escalation/Reduction will be applicable on diesel as per the actual change in newly worked out rate (average out of the revised diesel prices from 1st to 15th or 16th to 30/31st of every fortnight price of diesel) over the base price i.e. price at IOC outlet at Nani Naroli. **The base price of the Diesel is 62.30 Rs/Ltr. taken from the IOC outlet at Nani Naroli for dated 18th December, 2017.**

Diesel Price Variation Rate in Rs. per Te.:

Diesel Price Variation Rate (per Te.) = $D \times 2/d \times R/C$

Where,

D = Weighted average one way distance from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant in kilometers.

d = Distance covered per Ltr. of Diesel by the Truck in K.M.

C = Capacity of Tippers (in Te.)

R = Variation in the price of diesel from the base price (in Rs. per Ltr.)

Diesel Price Variation Rate in Rs. per Te. = $D \times R / 20$ Where,

D = One Way weighted average distance from Tadkeshwar Lignite Mine, GMDC to Surat Lignite Power Plant in kilometers viz. **16.30 Kms.**

d = Distance covered per Ltr. of Diesel by the Truck in K.M viz. 2 Km/Ltr

C = Capacity of Tippers (in Te.) viz. 20.00 Te.

R = Variation in Price of Diesel from the base price (in Rs. per Ltr.)

ANNEXURE-F

PROFORMA FOR BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

Ref

Bank Guarantee No.....

Date

Guarantee cover period : FromTo

To,

M/s. Gujarat Industries Power Company Limited

At & Post – Nani Naroli

Taluka Mangrol

Dist.Surat-394 110

Dear Sirs,

In accordance with your “Invitation for Bids” under your Specification No..... dated

M/s..... having its Registered /Head office at

(herein after called the Bidder) wish to participate in the said bid for

As an irrevocable bank Guarantee against bid guarantee for an amount of valid for 180 days from is required to be submitted by the Bidder as a condition precedent for participation in the said bid, which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bid Documents.

We, the Bank at having our Head Office at (local address) Guarantee and undertake to pay immediately on written demand by Gujarat Industries Power Company

Limited (hereinafter called the "Purchaser") (In figures)
..... (in words)

without any reservation, protest, demur and recourse. Any such demand made by said "Purchaser" shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder. It shall be conclusive and enough for enforcement of Bank Guarantee on the Bank if Purchaser invokes the Bank Guarantee stating only that the default has been committed by the bidder, thus far and no further.

This Guarantee shall be irrevocable and shall remain valid up to if any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from on whose behalf the guarantee is issued.

In witness there of Bank, through its authorized Officer, has set its hand and stamp on this day of

20 at

.....

(Signature)

.....

(Name)

Designation with Bank stamp :

Attorney as per Power of

Attorney No.

Dated

Notes

1. The Guarantee validity should be 180 days.
2. The stamp papers of appropriate value shall be purchased in the name of Guarantee Issuing Bank.

Annexure-H

(To be submitted on Company's Letter Head)

**UNDERTAKING FOR UNCONDITIONAL BID &
OBSERVENCE OF CONTRACT CONDITIONS**

It is to certify that I/We have gone through the terms & conditions of the bid thoroughly and having examined the Condition of Contract, Specification and Schedule of rates for the execution of the works, I/we offer to supply equipment, execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specifications and Schedule of Rates. Also, having understood & learnt the implications, I/We are making our unconditional price bid offer for the entire works. I/We further confirm that no deviation in any condition is considered or taken into account by us while making our assessment.

I/We undertake, not to assign or sublet the contract or any part thereof or any benefit or interest therein or there under, without the prior written consent of GIPCL. I/We shall take full responsibility in strict supervision on rehandling activities with the help of experienced and qualified Supervisors and shall take full responsibility for safety of all Site operations. I/We assure that all equipment shall be fitted with necessary safety equipment / appliances to take care of the safety and operational comfort of the machines.

I/We also undertake responsibility for full compliance of other applicable Labour & Environment Laws and such other statutes which are / will be applicable while carrying out the Contract work.

To effect our above undertaking, we submit herewith a signed copy of bid document (on each page) as token of our acceptance of all terms and conditions of the bid).

Name of Firm :
Signature of Bidder :
Seal of Company :
Name of Bidder :
Designation :
Date :

Annexure-I

(To be submitted on Company's Letter Head)

Declaration cum Undertaking for Safety Laws and Regulations Compliance

I _____ on behalf ofName of Party/Company.....hereby confirm, agree and undertake that all the Statutory and Safety Laws and Regulations of the applicable Authority/ies shall be strictly followed for all types of works at the site during the period of the Contract, if awarded to me.

Further, IName of Party/Company..... also hereby confirm, declare and undertake that there has not been any major Safety Violation and any single Fatal Accident during the execution of the contracts awarded to me covering the scope and area of work of this Tender during the period of preceding Three years.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :

Annexure-J

(To be submitted on Company's Letter Head)

Declaration for Contractual Disputes/ Litigations

I _____ on behalf ofName of Party/Company.....hereby confirm that I/We have not been engaged in any Industrial Dispute(S) or have invoked legal recourse e.g. Arbitration and/or litigation against any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations for the last Five (05) years. There are no ongoing/pending legal matter(s) with any of the Govt. of Gujarat Undertakings / GoG supported Companies, including GIPCL.

I/We also confirm that M/s Have not been Blacklisted/ deregistered / listed under stop Deal by any Govt, of Gujarat Undertakings / Depts. / Authorities and Govt. of Gujarat supported companies / undertakings / organizations , including GIPCL for the last Five (05) years.

The above is true, as on date, to the best of my knowledge. Any breach/ false statement in this regard shall account to disqualification of the Bid being submitted herein.

Name of Firm :

Signature of Bidder :

Seal of Company :

Name of Bidder :

Designation :

Date :